

BIA. Contract No. _____

**BUREAU OF INDIAN AFFAIRS
BRANCH OF WILDLAND FIRE MANAGEMENT
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This cooperative agreement is made by and between _____ hereinafter referred to as the COOPERATOR) and the Bureau of Indian Affairs (hereinafter referred to as BIA) pursuant to 16 U.S.C. § 594, 42 U.S.C. §1856a, and the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1004, for the purpose of protecting the natural resources, forests and wildlands subject to the oversight of the BIA.

WITNESSETH:

WHEREAS the COOPERATOR represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the state authorized to provide wildland fire protection within the boundary of the State of Oklahoma and that it has been authorized to enter into this Agreement by its governing body; and

WHEREAS the COOPERATOR may have the capability to respond and suppress fires on Indian wildland subject to the oversight of the BIA on a more timely and effective basis than other resources in the state; and

WHEREAS the COOPERATOR can more adequately carry out this function if additional equipment and technical assistance are available; and

WHEREAS the COOPERATOR may also have wildland firefighting resources that can be made available to the BIA for Indian wildland fire suppression work; and

WHEREAS the BIA can provide (within fiscal limitations) non-capitalized, wildland fire personal protective equipment and wildland fire training to cooperating fire associations, fire districts, and incorporated fire departments involved in Indian wildland fire suppression; and

WHEREAS it is in the public interest to have Indian wildland fires detected and suppressed quickly before they become large and more difficult to control.

NOW THEREFORE, in exchange for the mutual covenants of the BIA and the COOPERATOR, the parties to this agreement hereby agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate the protection of Indian wildland, forests and natural resources subject to the oversight of the BIA.

SECTION 2. ADMINISTRATION OF COOPERATIVE UNDERTAKING

A. Cooperative Agreement Board. No separate legal or administrative entity is created by this Agreement. A joint board comprised of the COORDINATION CENTER Coordinator and COORDINATOR'S fire chief shall be responsible for administration of this Agreement.

B. Authorized BIA Representatives. The term "BIA REPRESENTATIVE" shall be used in this agreement to generally identify BIA personnel authorized to perform specified duties and functions related to this agreement, and shall include any one or more of the following BIA personnel, acting alone or in concert:

1. Oklahoma Inter-Area Fire Coordination Center Coordinator or Assistant Coordinator (hereinafter referred to as COORDINATION CENTER);

2. Zone Suppression Specialist;

3. REGIONAL OFFICE Fire Management Officer; or

4. A technical specialist or any other person authorized by the REGIONAL DIRECTOR to perform a specific function or functions related to this agreement;

Provided that express references in this agreement to any one or more of the above specified position shall not be construed as including any of the other above specified positions.

SECTION 3. IDENTIFICATION OF SERVICE AREA BOUNDARY OF REGIONAL OFFICE AND COOPERATOR.

A. Southern Plains Regional Office Service Area. The administrative boundary of the BIA Regional Office (hereinafter referred to as REGIONAL OFFICE) is shown on the map attached hereto as Attachment 1 and expressly incorporated into and made a part of this agreement.

B. COOPERATOR'S NORMAL OPERATING AREA. COOPERATOR'S Normal Operating Area encompasses (1) COOPERATOR'S Primary Response Area, which is the geographic area in which COOPERATOR is the primary provider of fire protection services, including areas which COOPERATOR serves in accordance with a contract for provision of primary services to any other entity or entities; and (2) the areas in which the COOPERATOR provides Mutual-Aid under current Mutual-Aid agreements between the COOPERATOR and other Fire Departments. The boundary of COOPERATOR'S Normal Operating Area, with the locations of COOPERATOR'S Primary Response Area, and the area subject to Mutual-Aid by COOPERATOR within said boundary, including the primary response areas of other firefighting entities, are shown on the map attached hereto as Attachment 2 and expressly incorporated into and made a part of this agreement. COOPERATOR shall provide the COORDINATION CENTER or the Zone Suppression Specialist with an update of this map in the event of any change in the Normal Operating Area boundary.

SECTION 4. INDIAN LAND AND INDIAN WILDLAND

A. Indian Land. The term "Indian lands" as used in this Agreement means surface land within the administrative boundary of the REGIONAL OFFICE, title to which is held (1) by the United States in trust for an Indian tribe or for an individual member of an Indian tribe, or (2) by an Indian tribe or by a member of an Indian tribe subject to a restriction by the United States against alienation. For payment purposes related to this Agreement only, the locations of tracts which have been identified by the BIA as known or presumed Indian land located within COOPERATOR'S Normal Operating Area, based on the best available information, are shown on a map to be provided to COOPERATOR no later than the effective date of this agreement. Any erroneous identification or non-identification of Indian land on said map may be subject to correction by either party to this agreement, upon presentation of proof of the status of said land. The map may be updated annually or as new information becomes available.

B. Indian Wildland. The term "Indian wildland" as used in this Agreement means Indian land located outside the boundary of a maintained yard or improved compound.

SECTION 5. JOINT FIRE PREVENTION ACTIVITIES. A BIA REPRESENTATIVE may provide prevention materials available to the COOPERATOR, if available to the BIA. The COOPERATOR shall participate to the extent possible in Indian wildland fire prevention activities with the BIA in the COOPERATOR's Primary Response Area when requested by a BIA REPRESENTATIVE.

SECTION 6. BIA TECHNICAL ASSISTANCE. The BIA may offer to the COOPERATOR organization training, technical assistance, and any other expertise available on its staff.

SECTION 7. PROVISION OF INDIAN WILDLAND FIREFIGHTING SERVICES BY COOPERATOR

A. COOPERATOR's Primary Services. The COOPERATOR shall respond to Indian wildland fires within its Primary Response Area unless by so doing it would reduce the COOPERATOR'S level of fire protection on other land within its Primary Response Area.

B. Mutual Aid by COOPERATOR. The COOPERATOR may provide Mutual-Aid for Indian wildland fires located within its Normal Operating Area with necessary equipment and manpower, when requested by a BIA Representative or requested by a Fire Departments with which the COOPERATOR has a Mutual-Aid agreement.

C. Notice to BIA. At the time of response the COOPERATOR shall notify the COORDINATION CENTER or the Zone Suppression Specialist if the fire is known to be on wildland designated as Indian land on the map provided by the BIA pursuant to Section 4.A. of this Agreement. If the fire is not known to be on wildland designated as Indian land on said map at the time of the response or if the fire is on wildland found to be Indian land but not so designated on said map, the COOPERATOR shall notify the COORDINATION CENTER or the Zone Suppression Specialist as soon as practicable after the site of the fire is determined to be Indian wildland, and no later than thirty (30) days from ending date of the COOPERATOR's Indian wildland fire response, including proof of the Indian land status of the land if the site of the fire is not designated as Indian land on the said map. The Zone Suppression Specialist or COORDINATION CENTER will assign Wildland Fire Numbers, Incident Order Numbers and/or Request Numbers for each such Indian wildland fire incident occurring on Indian wildland. All documentation for incidents shall be referenced by these numbers.

D. BIA Assistance. The COOPERATOR shall accept input by BIA REPRESENTATIVES while engaged in suppression activities on Indian wildland pursuant to this Agreement. A BIA REPRESENTATIVE may authorize provision of BIA and wildland firefighting resources to suppress Indian wildland fires inside the COOPERATOR's Normal Operating Area. This assistance may only be provided when the BIA has such resources available and the wildland fire is a threat to life and/or real property.

E. Protection of Point of Origin. The COOPERATOR shall protect the Point of Origin of each Indian wildland fire for arson investigation by the appropriate officials.

F. Provision of Rations to Firefighters. The COOPERATOR shall provide food and drinks to its firefighters for the first 12 hours of an assignment. A BIA REPRESENTATIVE may at any time provide additional food and drinks at no cost to the COOPERATOR.

G. Reporting Requirements. The COOPERATOR agrees to submit a BIA Individual Wildland Fire Report within 5 days of the ending date of COOPERATOR's wildland fire response on known Indian wildland, and no later than 30 days from the ending date of COOPERATOR's wildland fire response on wildland later discovered to be Indian wildland.

SECTION 8. FIREFIGHTER FITNESS AND TRAINING QUALIFICATIONS

A. Minimum Standards for Firefighters Engaged in Fire Suppression on Indian Wildland within COOPERATOR's Normal Operating Area. The COOPERATOR shall establish and maintain written physical fitness and wildland training standards for firefighters engaged in fire suppression on Indian wildland within its Normal Operating Area for purposes of this agreement, to ensure that each of its

firefighters possess adequate physical condition to meet the arduous demands of wildland firefighting and that each of its firefighters is trained to safely execute wildland fire suppression tactics and strategies. These standards shall be included in the COOPERATOR'S Standard Operating Procedures. In the absence of establishment of standards by COOPERATOR, National Wildfire Coordinating Group standards shall serve as minimum fitness and training standards for firefighters engaged in fire suppression on Indian wildland inside COOPERATOR's Normal Operating Area.

B. Minimum Standards for Firefighters Operating Outside COOPERATOR's Normal Operating Area. Although services by COOPERATOR'S firefighters outside of COOPERATOR's Normal Operating Area on federal wildland fires are outside the scope of this Agreement, COOPERATOR acknowledges that National Wildfire Coordinating Group Fitness and Training Standards must be adhered to by its firefighters when engaged in such activities.

C. Certification of Qualifications. COOPERATOR shall certify to the COORDINATION CENTER that each of its firefighters participating in wildland fire suppression on Indian wildland within or without COOPERATOR'S geographic protection area meet and adhere to the minimum standards for such activities as set forth in sub-sections A. and B. of this Section, before use of the firefighter for purposes of this Agreement.

D. Recommended Training. The COOPERATOR will work towards the goal of requiring its firefighters to meet wildland fire training qualifications and physical fitness standards as defined by the National Wildfire Coordinating Group and any other standards set forth by the COORDINATION CENTER. Completion of National Wildfire Coordinating Group courses S-130, S-190, I-100 and I-200 is recommended. The BIA may provide training opportunities to COOPERATOR'S firefighters at no cost to COOPERATOR, which may include initial training and/or supplemental training.

SECTION 9. SAFETY REQUIREMENTS

A. Personal Protective Equipment. Each of the COOPERATOR's firefighters shall utilize the following minimum required personal protective equipment set while actively engaged in an Indian wildland fire response: hard hat, eye protection, long sleeve fire resistant shirt, fire resistant trousers (fire resistant coveralls are also acceptable), leather boots with minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet National Fire Protection Association 1977-93 standards where applicable. The BIA will provide the COOPERATOR with one or more sets of personal protective equipment that shall include hard hats, eye protection, fire resistant coveralls, leather work gloves and fire shelters. The BIA shall determine the number of sets to be provided, based on financial considerations. The COOPERATOR may possess and use the personal protective equipment provided by the BIA while this Agreement is in effect. COOPERATOR shall not be required to pay or reimburse the BIA for personal protective equipment provided by the BIA, but the BIA shall have the option to require return of the equipment upon termination of this Agreement.

B. Compliance with Safety Rules and Standards. The COOPERATOR shall comply with all National Fire Protection Association and/or National Wildfire Coordinating Group safety rules and standards.

SECTION 10. EQUIPMENT

A. Provision and Condition of Equipment. With the exception of personal protective equipment sets provided by the BIA pursuant to Section 9.A. of this agreement, the COOPERATOR shall provide all equipment used by the COOPERATOR in performing functions under this agreement. All equipment furnished by the COOPERATOR under this agreement must be inspected by a BIA REPRESENTATIVE prior to assignment. The BIA reserves the right to reject equipment which is not in a safe and operative condition.

B. Equipment Operating Supplies. The COOPERATOR shall provide equipment operating supplies unless otherwise expressly stated in this Agreement. Equipment operating supplies are consumables and include but are not limited to fuel, oil, filters, batteries, and other similar types of consumable supplies.

C. Equipment Repairs. Repairs to equipment shall be made and paid for by the COOPERATOR unless otherwise expressly stated in this Agreement.

D. Loss, Damage or Destruction of Equipment or Wildland Firefighting Supplies. COOPERATOR may, within 90 days of the fire, submit a claim to the COORDINATION CENTER or the Fire Suppression Specialist, who shall forward the claim to the COORDINATION CENTER, for losses, damages or destruction of supplies and for the depreciated value of equipment destroyed or damaged during fire suppression activities under this Agreement. The COOPERATOR may be reimbursed if such losses, damages or destruction were directly caused by the Indian wildland fire being suppressed and if its employees and/or operational failures in the equipment were not a contributing factor to such damage, to the extent not covered by COOPERATOR'S insurance. Claims shall be processed in accordance with any applicable federal regulations.

SECTION 11. MEMBERSHIP PAYMENT. Payment for COOPERATOR'S actual or potential wildland fire suppression activities on Indian wildland located within the COOPERATOR'S Normal Operating Area shall be made in the form of an annual membership fee in the amount of \$____ for the each 640 acres, or portion thereof, of Indian lands located within COOPERATOR's Primary Response Area. The number of acres of Indian land within the COOPERATOR'S Primary Response Area has been calculated according to the tracts which have been identified by the BIA as known or presumed Indian land located within COOPERATOR'S Primary Response Area as shown on the map to be provided to COOPERATOR, as referenced in Section 3.B. of this Agreement. The number of acres will be re-calculated annually in accordance with the annual update of said map, and the annual membership fee will be re-calculated in accordance with changes as necessary.

SECTION 12. BENEFITS AND INSURANCE. COOPERATOR shall pay all salaries, insurance, pensions and other benefits provided to firefighters regularly employed by the COOPERATOR. Nothing herein waives or limits the responsibility of the COOPERATOR and any entity providing mutual aid to the COOPERATOR on Indian wildland to provide Workers Compensation coverage for its own employees as defined by 85 O.S. § 3, Paragraph 4, who perform services pursuant to this Agreement. The COOPERATOR shall provide an Annual Certificate of Insurance to the COORDINATION CENTER as evidence that policies providing the required coverage and limits are in full force and effect for its employees who may perform services pursuant to this Agreement. Where a claim for Workers Compensation is made, the employee's entity is responsible for providing the Workers Compensation coverage regardless of where the action occurred or the law that was being enforced.

SECTION 13. LIABILITIES AND IMMUNITIES

A. Status of COOPERATOR'S Employees. Notwithstanding any other provision in this Agreement, the BIA, including its agents, employees and insurers, shall not have the authority or any right whatsoever to control in any manner the day-to-day discharge of the duties and/or activities of the COOPERATOR'S employees, and do not assume any responsibility or liability for the actions of COOPERATOR'S employees which are performed within or outside the scope of their duties. COOPERATOR and its agents, employees, contractors, and volunteers, shall be deemed independent contractors, and shall not be deemed agents of the BIA for any purpose.

B. Indemnification. The parties agree to waive claims against each other, to the extent permitted by law, for compensation for any loss, damage or claim occurring in consequence of the performance of this agreement, subject to any express exceptions contained in this agreement. COOPERATOR shall defend, indemnify and hold harmless the BIA, its agents and employees from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any Indian wildland fire prevention or suppression activity conducted pursuant to this agreement.

C. No Waiver of Defenses. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to COORDINATOR'S employees.

D. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act of said government or by Act of Congress.

SECTION 14. INSPECTION AND AUDIT OF RECORDS. The COOPERATOR shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of this agreement. All records shall be subject to inspection and audit by the BIA at all reasonable times. Upon request, the COOPERATOR shall produce the original of any and all such records at the offices of the BIA.

SECTION 15. FORMS. The **COORDINATION CENTER** shall provide necessary forms as needed by the COOPERATOR in executing their responsibilities to the BIA.

SECTION 16. TERM OF AGREEMENT; AMENDMENTS; TERMINATION

This agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements between the signatories and shall become effective on _____, 2000, or upon complete execution and filing with the REGIONAL OFFICE, whichever is the latter. The term of this agreement shall be for five years from the effective date, unless terminated by the REGIONAL DIRECTOR or the COOPERATOR by a thirty day written notice to the other party. This agreement may be modified only by a written amendment signed by both parties. If mutually agreed, either party may enter into specific supplemental, written agreements, with other parties to accomplish the goals of this agreement and to carry out its terms and conditions.

SECTION 17. NOTICES: All notices required by this agreement shall be in writing and delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

**SOUTHERN PLAINS REGIONAL OFFICE
P.O. BOX 368
ANADARKO, OKLAHOMA 73005
405-247-6673**

Fire Department Name

Fire Chief Name

Fire Department Mailing Address

City/State/Zip Code

Business Phone Number

SECTION 18. OFFICIALS NOT TO BENEFIT. No member or delegate of Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefits that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

BUREAU OF INDIAN AFFAIRS:

Approved:

Regional Director, Southern Plains Regional Office, BIA _____
Date

Contracting Officer, Southern Plains Regional Office, BIA _____
Date

COOPERATOR:

Approved as to proper form and compatibility with the laws of the State of Oklahoma:

Attorney General, State of Oklahoma _____
Date

[Municipal Fire Department]

Approved in Accordance with Authorizing Resolution of the City Council (Attachment 3):

Mayor _____
City of _____ Date

Fire Chief _____
City of _____ Fire Department Date

[County Fire Department]

Approved in Accordance with Authorizing Resolution of the County Commissioners
(Attachment 3):

Chairman, County Commissioners _____
Date

Fire Chief _____
_____ County Fire Department Date

[Fire District]

Approved in Accordance with Authorizing Resolution of the Fire District (Attachment 3):

_____	_____
Chairman, Board of Directors	Date
_____ Fire District	

_____	_____
Fire Chief	Date
_____ Fire District	

[Non-profit Corporation]

Approved in Accordance with Authorizing Resolution of Trustees of the non-profit corporation (Attachment 3):

_____	_____
Chairman,	Date
_____ Fire Department, Inc.	

_____	_____
Fire Chief	Date
_____ Fire Department, Inc.	

ATTACHMENT 1

EXTERIOR BOUNDARY OF BIA REGIONAL OFFICE SERVICE AREA

ATTACHMENT 2

COOPERATOR'S NORMAL OPERATING AREA

ATTACHMENT 3

AUTHORIZING RESOLUTION FROM GOVERNING BODY OF COOPERATOR